

REMARKS

Claims 1-21 remain pending in this application. In the Office Action of November 28, 2006, all claims were rejected. Applicants have amended claims 11-15 and 20-21 and respond and traverse the rejections as follows.

Response to Claim Rejections Under 35 U.S.C. § 112

Claims 11-15 stand rejected under 35 U.S.C. § 112 as being indefinite for failing to particularly point out and distinctly claim the subject matter that Applicants regard as the invention. Specifically, the Examiner contends that it is ambiguous as to whether Applicants are claiming software or hardware. Applicants traverse and request reconsideration and withdrawal of this rejection.

Applicants respectfully submit that those of ordinary skill in the art would recognize that the term “application” as used in the specification and claims describes program code embodied in a computer-readable medium. Indeed, in examining the application, the Examiner appears to have read the claims in this way. Without prejudice to their position, however, and to expedite allowance of the claims, Applicants have amended claim 11 to expressly recite that the claim is directed to one or more computer-readable media having stored thereon computer-executable code for implementing a marketplace. Claims 12-15 depend from and include all of the limitations of claim 11.

Applicants respectfully request, therefore, that the Examiner withdraw the rejection of claims 11-15 under 35 U.S.C. § 112.

Response to Claim Rejections Under 35 U.S.C. § 101

Claims 11-15 stand rejected under 35 U.S.C. § 101 as being directed to non-statutory subject matter. Specifically, the Examiner concludes that Applicants are claiming software. Applicants traverse and request reconsideration and withdrawal of this rejection.

As discussed above with respect the section 112 rejection, Applicants submit that the subject claims describe program code embodied in a computer-readable medium. In any event, and without prejudice to their position, Applicants have amended claim 11 as described above.

Applicants submit, therefore, that amended claim 11 recites patentable subject matter. Because claims 12-15 depend from and include all of the limitation of claim 11, Applicants also submit that each of these claims recite patentable subject matter.

Claim 21 stands rejected under 35 U.S.C. § 101 as being directed to non-statutory subject matter. Again, the Examiner concludes that Applicants are claiming software. Applicants respectfully traverse this rejection and request reconsideration and withdrawal of the rejection.

Claim 21 is expressly directed to “[a] computer system for providing auxiliary services in an online marketplace relating to an originating transaction between a customer and a host.”

Applicants respectfully request, therefore, that the Examiner withdraw the rejection of claims 11-15 and 21 under 35 U.S.C. § 101.

Response to Claim Rejections Under 35 U.S.C. § 103(a)

Claims 1-5, 10, 11 and 16-21

Claims 1-5, 10, 11, and 16-21 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Raveis, Jr. (US publication no. 2001/0037230, which incorporates U.S. Patent No. 6,321,202) in view of Gilgoff (Item U, PTO-892). Applicants traverse and request reconsideration and withdrawal of this rejection.

Claim 1 is directed to a method of providing auxiliary services in a computer network marketplace relating to an originating transaction between a customer and a host. The method includes: processing an originating transaction by accepting customer input requested by the host; enabling a customer in the computer network marketplace to access content describing an auxiliary service relating to the originating transaction; and processing a secondary transaction for the auxiliary service between the customer and a service provider. The service provider is listed in the marketplace at the discretion of the host. The customer input for the originating transaction is used by the host to expedite processing of the secondary transaction. Payment for the secondary transaction is facilitated by the host.

Raveis Jr. discloses a method for facilitating a move of household goods for a customer. The customer (i.e., a buyer or seller of real estate) interacts with a “professional move consultant” who was previously engaged by the customer when the customer executed a listing

agreement with a real estate agency (Para. 0027). The professional move consultant refers the customer to a national move coordinator who handles the moving/relocation process. A computerized move management system enables the customer, the national move coordinator, the professional move consultant, and the referring real estate agent to monitor the moving process over the Internet to ensure customer satisfaction (Para. 28). The move coordinator can offer moving services to the customer, including truck rental services, box provisioning services, storage facility services, container services and vanline services (Para. 32). If the customer orders any of these services, the move coordinator completes an appropriate form and places an order with the vendor by facsimile or e-mail. The vendor then must contact the customer to make specific arrangements regarding the services (Para. 37).

Raveis, Jr. does not discuss how payment is made for the moving services. The Examiner asserts, however, that it would have been obvious to facilitate payment via an escrow account taught by Gilgoff. Applicants respectfully disagree.

Obviousness cannot be established unless there is some suggestion or motivation to modify the reference to produce the claimed invention. MPEP § 2142. Applicants respectfully submit, however, that the Examiner has not identified such a suggestion or motivation in the cited art to modify Raveis, Jr. to achieve Applicants' invention. The Examiner suggests that that it would have been obvious to facilitate payment via an escrow account taught by Gilgoff in order to insure customer satisfaction. The Examiner's conclusion, however, is impermissibly founded on the hindsight that the Examiner has gained from the disclosure of Applicant's invention.

Gilgoff does not address the moving industry at all. Gilgoff discloses that a customer pays Home Depot in advance for the home improvements before work starts, and Home Depot pays its subcontractors when the work is completed to the customer's satisfaction. This is nothing more than a traditional arrangement where a construction contractor enters into transactions with its subcontractors and pays its subcontractors. Gilgoff does not disclose or even suggest a "secondary transaction between the customer and a service provider" as recited in claim 1. On the contrary, Gilgoff teaches that the transaction with the subcontractor is between Home Depot and the subcontractor, not between the customer and the subcontractor. Because

Gilgoff doesn't contemplate such a secondary transaction, it also does not suggest expediting such a secondary transaction or facilitating payment for such a secondary transaction.

The Examiner contends that the motivation for using Gilgoff to modify Raveis, Jr. is to ensure customer satisfaction for services rendered via the method and system of Raveis, Jr. Nothing in Raveis, Jr., however, suggests doing so by facilitating payment to a third party service provider and nothing in Gilgoff suggests that the customer should even enter into a transaction directly with a third party. Instead, Gilgoff suggests that the customer should enter into a transaction only with Home Depot. Applicants respectfully submit, therefore, that the record does not provide any suggestion or motivation to modify Raveis, Jr. using Gilgoff.

Even if it were proper to modify Raveis, Jr. using Gilgoff, a finding of obviousness still requires that the prior art must teach or suggest all claim limitations of the Applicant's invention. *See* MPEP § 2143.03. Raveis Jr. and Gilgoff do not do so. As discussed above, at the very least, they do not teach or suggest "processing a secondary transaction for the auxiliary service between the customer and a service provider wherein . . . the customer input for the originating transaction is used by the host to expedite processing of the secondary transaction, and payment for the secondary transaction is facilitated by the host" as recited in claim 1. Applicants respectfully submit, therefore, that Raveis, Jr. and Gilgoff, taken alone or in combination, do not teach or suggest all of the limitations of claim 1 and do not support a finding of obviousness.

Each of claims 2-4, 18, and 19 also recites the feature of "processing an original transaction by accepting customer input requested by a host; . . . and processing a secondary transaction for the auxiliary service between the customer and a service provider . . . wherein the customer input for the originating transaction is used by the host to expedite the processing of the secondary transaction and payment for the secondary transaction is facilitated by the host." In addition, each of claims 5 and 10 depends from and includes all of the features of claim 4. Applicants respectfully submit, therefore, that at least for the reasons discussed above, Raveis, Jr. and Gilgoff, taken alone or in combination, do not render claims 2-5, 10, 18 and 19 obvious.

Claim 11 is directed to one or more computer-readable media having stored thereon computer-executable code for implementing a marketplace for the sale of services relating to moving, the sale of services taking place between a self-help moving customer and a vendor.

The computer-readable media includes a customer application embodied in one or more of the media for processing customer input entered by a customer once in the marketplace. The customer input includes a pre-payment for a service transaction wherein the pre-payment is held in a first account. The marketplace also includes a vendor application embodied in one or more of the media for processing vendor input entered by a vendor offering a moving related service. The vendor input includes a confirmation code to activate transfer of funds from the first account to a second account, the confirmation code comprising payment data, job data, and vendor data. The marketplace also includes an administrative application embodied in one or more of the media for allowing a marketplace host to maintain the marketplace and gather transactional data from the customer application and the vendor application.

For the reasons discussed above, Applicants respectfully submit that the record does not provide any suggestion or motivation to combine to modify Raveis, Jr. using Gilgoff to achieve Applicants' claim 11.

In any event, Applicants respectfully submit that the Examiner's proposed combination does not teach or suggest all of the features of Applicants' claim 11. At the very least, neither of Raveis, Jr. nor Gilgoff teaches or suggests a "vendor application for processing vendor input entered by a vendor offering a moving related service, the vendor input including a confirmation code to activate transfer of funds from the first account to a second account, the confirmation code comprising payment data, job data, and vendor data," as recited in claims 11. Nothing in the cited references suggests anything about a confirmation code. Thus, Applicant submits, therefore that claim 11 is patentable over Raveis, Jr. and Gilgoff, taken alone or in combination.

Claim 16 is directed to a method for facilitating moving. The method includes: going to a web site operated by a host on a computer network; obtaining a first service or a first good related to moving; and obtaining a second service or a second good related to moving, wherein a payment is made by a customer for the second service or the second good and is held in an escrow account arranged by the host until payment data, job data, and vendor data are provided. Claim 17 is directed to a method for facilitating moving. The method includes: going to a web site operated by a host on a computer network; obtaining a first service or a first good related to moving; selecting from a service list and a vendor list for a second service or a second good

related to moving; and obtaining the second service or the second good, wherein a payment is made by the customer for the second service or the second good and is held in an escrow account arranged by the host until payment data, job data, and vendor data are provided.

For the reasons discussed above, Applicants respectfully submit that the record does not provide any suggestion or motivation to modify Raveis, Jr. using Gilgoff to achieve Applicants' claims 16 and 17.

In any event, Applicants respectfully submit that the Examiner's proposed combination does not teach or suggest all of the features of claims 16 and 17. At the very least, the Examiner's proposed combination does not teach or suggest "obtaining the second service or the second good, wherein a payment is made by the customer for the second service or the second good and is held in an escrow account arranged by the host until payment data, job data, and vendor data are provided," as recited in claims 16 and 17. Thus, Applicant submits that claims 16 and 17 are patentable over Raveis, Jr. and Gilgoff, taken alone or in combination.

Each of claims 20 and 21 is directed to a computer system for providing auxiliary services in an online marketplace relating to an originating transaction between a customer and a host. Each of the claims has been amended to recite that the customer input for the originating transaction is used by the host to expedite processing of the secondary transaction "and to facilitate payment for the secondary transaction."

For the reasons discussed above, Applicants respectfully submit that the record does not provide any suggestion or motivation to modify Raveis, Jr. using Gilgoff to achieve claims 20 and 21.

In any event, Applicants respectfully submit that the Examiner's proposed combination does not teach or suggest all of the features of amended claims 20 and 21. At the very least, the Examiner's proposed combination does not teach or suggest a computer system where the originating transaction is used by the host "to facilitate payment for the secondary transaction" as recited in amended claims 20 and 21. Thus, Applicant submits that claims 20 and 21 are patentable over Raveis, Jr. and Gilgoff, taken alone or in combination.

Claims 6-8 and 14

Claims 6-8 and 14 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Raveis, Jr. and Gilgoff as applied to claims 4 and 11, and further in view of Diehl (Item V, PTO-892). Applicants traverse and request reconsideration and withdrawal of this rejection.

Each of claims 6-8 depends from and includes all of the limitations of claim 4. For the reasons discussed above with respect to claim 4, Applicants submit that the record also does not provide any suggestion or motivation to combine Raveis, Jr., Gilgoff and Diehl to achieve Applicants' claims 6-8. In addition, for at least the reasons discussed above with respect to the Examiner's rejection of claim 4, the combination of Raveis, Jr., Gilgoff and Diehl does not teach or suggest all of the elements recited in Applicants' claims 6-8 and does not render those claims obvious.

Claim 14 depends from and includes all of the limitations of amended claim 11. For the reasons discussed above with respect to claim 11, Applicants submit that the record does not provide any suggestion or motivation to combine Raveis, Jr., Gilgoff and Diehl to achieve claim 14. In addition, for at least the reasons discussed above with respect to the Examiner's rejection of claim 11, the combination of Raveis, Jr., Gilgoff and Diehl does not teach or suggest all of the elements recited in claim 14 and does not render claim 14 obvious.

Claim 9

Claim 9 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over Raveis, Jr. and Gilgoff as applied to claim 4, and further in view of Meno (Item W, PTO-892). Applicants traverse and request reconsideration and withdrawal of this rejection.

Claim 9 depends from and includes all of the limitations of claim 4. Claim 9 further recites that the content describing an auxiliary service includes hotel reservation information.

For the reasons discussed above with respect to claim 4, Applicants submit that the record does not provide any suggestion or motivation to combine Raveis, Jr., Gilgoff and Meno to achieve Applicants' claim 9. In addition, Applicants respectfully submit that Raveis, Jr., Gilgoff and Meno, taken alone or in combination, do not teach or suggest all of the limitations of claim 9. For at least the reasons discussed above with respect to the Examiner's rejection of claim 4,

the combination of Raveis, Jr., Gilgoff and Meno also does not teach or suggest all of the elements recited in Applicants' claim 9 and does not render that claim obvious.

Claim 15

Claims 15 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over Raveis, Jr. and Gilgoff as applied to claim 4, and further in view of the Examiner's Official Notice that it is well known to accept information from an external source when processing customer applications. Applicants traverse and request reconsideration and withdrawal of this rejection.

Claim 15 depends from and includes all of the limitations of amended claim 11. Claim 15 further recites that "the customer application accepts input relating to the customer from an external source to expedite processing customer input and processing vendor input."

For the reasons discussed above with respect to claim 11, Applicants submit that the record does not provide any suggestion or motivation to combine Raveis, Jr., Gilgoff and the Examiner's Official Notice to achieve Applicants' claim 15. In any event, Applicants respectfully submit that the Examiner's proposed combination does not teach or suggest all of the limitations of claim 15. For at least the reasons discussed above with respect to the Examiner's rejection of claim 11, the combination of items Raveis, Jr., Gilgoff and the Examiner's Official Notice also does not teach or suggest all of the elements recited in Applicants' claim 15. Therefore, the combination of Raveis, Jr., Gilgoff and the Examiner's Official Notice does not teach or suggest all of the elements of Applicants' claim 15 and does not render that claim obvious.

Conclusion

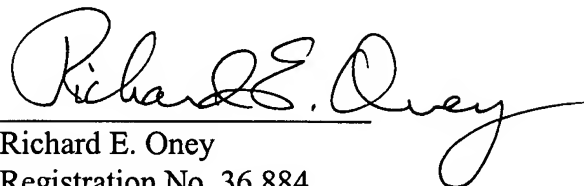
All of the stated grounds of rejection have been properly traversed, accommodated, or rendered moot. Applicants therefore respectfully request that the Examiner reconsider all presently outstanding rejections and that they be withdrawn. It is believed that a full and complete reply has been made to the outstanding Office Action and, as such, the present application is in condition for allowance. If the Examiner believes, for any reason, that personal

Amendment and Response to Office Action
US Patent Application No. 10/083,726

communication will expedite prosecution of this application, the Examiner is invited to telephone the undersigned at the number provided.

Dated: May 29, 2007

Respectfully submitted,

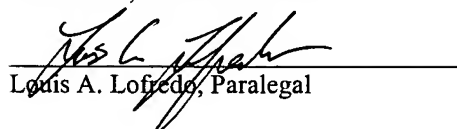


Richard E. Oney
Registration No. 36,884
Tiffany & Bosco, P.A.
2525 E. Camelback Road, Third Floor
Phoenix, Arizona 85016
Tel: (602) 255-6094

CERTIFICATE OF MAILING PURSUANT TO 37 C.F.R. § 1.10

Express Mail Label No. **EB 068647742 US** Date of Deposit May 29, 2007

I hereby certify that this paper and all documents and any fee referred to herein are being deposited on the date indicated above with the U.S. Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. § 1.10, postage prepaid and addressed to the Mail Stop Amendment, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.



Louis A. Lofredo, Paralegal

5-29-07
Date of Signature